# **INVITATION FOR BIDS**

SALE OF GOVERNMENT RESIDENTAL REAL ESTATE By The U.S. General Services Administration

# U.S. COAST GUARD HOUSING FT. MYERS, FLORIDA IFB Numbers PEACH415010-015001

The sale consists of six (6) separate residences, all in the Coronado Moors Subdivision, Ft. Myers, Florida: 1446 Cornell Place; 1447 Cornell Place; 1481 Cambridge Lane; 1487 Cambridge Lane; 1499 Cambridge Lane; and 1505 Cambridge Lane.

Bids for the purchase of the Government-owned Properties described in the Properties Description portion of this Invitation for Bids will be received continuously and will be posted at <a href="RealEstateSales.gov">RealEstateSales.gov</a>.

#### **Auction Summary**

Sale Type: Online Auction

Start Date: January 27, 2015

End Date: February 25, 2015

#### Starting Bid:

1446 Cornell Place	\$136,000
1447 Cornell Place	\$131,000
1481 Cambridge Lane	\$134,500
1487 Cambridge Lane	\$137,500
1499 Cambridge Lane	\$137,500
1505 Cambridge Lane	\$134,500

**Registration Deposit:** \$ 1,000 each

Bid Increment: \$500 each

#### Online Auction

http://RealEstateSales.gov to register and submit your bid

# Sales Information and On Line Assistance

Joe Crenshaw 404/331-0614 joseph.crenshaw@gsa.gov

### **Property Disposal Web Page**

http://propertydisposal.gsa.gov/ Click on Florida to view and download Property Sales information.

# FAX Bid Form and Registration Deposit to:

404 / 331-2727

Attn: Joe Crenshaw, Project Manager

OR

#### Mail to:

U.S. General Services Administration Real Property Utilization and Disposal (4PZ) Martin Luther King, Jr. Federal Building, #130 77 Forsyth Street, SW Atlanta, GA 30303

**ATTN: Joe Crenshaw, Project Manager** 

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# PROPERTY INFORMATION

#### 1. LOCATION AND SETTING

The Ft. Myers, Florida area is situated along the Caloosahatchee River on the southwest gulf coast of Florida, 130 miles south of Tampa and 160 miles northwest of Miami. Major highways accessing the area are Interstate 75 and U.S. Highway 41 (Tamiami Trail). The area is served by the Southwest Florida International Airport.

Fort Myers is the county seat and commercial center of Lee County and is known as the "City of Palms". Ft. Myers was the winter home of Thomas Edison and Henry Ford and the area is known for its beaches, fishing and casual Florida lifestyle.

Coronado Moors is a community located in the southwest Ft. Myers urban area 15 minutes from Gulf of Mexico beaches.

#### 2. SALE PROPERTIES DESCRIPTION

The homes average 1,400 to 1,427 square feet (climate-controlled living area), have 2-car garages, hurricane shutters, fenced back yards, screened patios, and lot sizes averaging 0.21 acres. Three (3) of the homes are 3/2/2 and three (3) are 4/2/2. Coronado Moors features underground utilities, sidewalks, and recorded subdivision restrictions.

#### NOTE: MEASUREMENTS & DIMENSIONS DESCRIBED HEREIN ARE APPROXIMATE

#### 3. DRIVING DIRECTIONS



Coronado Moors subdivision is located in the Cypress Lakes area in SW Ft. Myers and is on the west side of Winkler Road between Cypress Lakes Boulevard and Gladiolus Drive. Enter Coronado Moors on either Kimberley Terrace or Villmoor Lane.

#### 4. UTILITIES & SERVICE PROVIDERS

Procurement of utility service shall be the responsibility of the Purchaser as of the date of conveyance. Bidders are urged to contact the utility providers below for information on the availability of utilities.

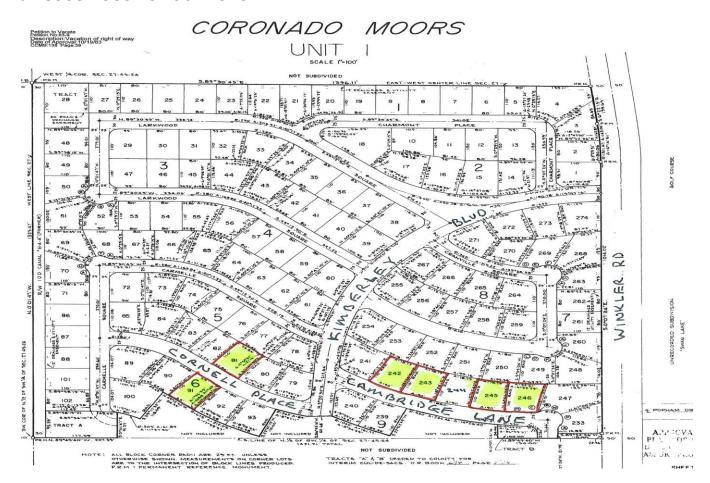
Electric Water, Sewer and Solid Waste

Florida Power & Light City of Ft. Myers, Utilities and Solid Waste Division, (239) 321-8100;

239/334-7754 Solid Waste: (239) 321-8050

County website for new residents - http://www.lee-county.com/residents/newresidents/Pages/default.aspx

#### 5. USCG HOUSING LOCATIONS



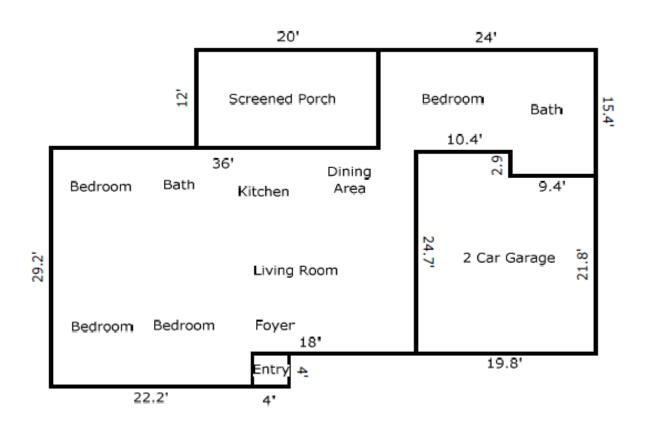
# **Property Summary – USCG Housing Ft. Myers**

PROPERTY	BUILT	SIZE	GARAGE	ROOF	STOVE	REFRIG	DW	MICRO	HVAC	PAINT- EXTERIOR
1446 Cornell Place	1975	4/2	2-car	1994	2011	2011	2011	2011	2000	2009
1447 Cornell Place	1977	3/2	2-car	1994	2011	2011	2011	2011	2010	2009
1481 Cambridge Lane	1977	3/2	2-car	1994	2011	2011	2011	2011	2010	2009
1487 Cambridge Lane	1977	4/2	2-car	2011	2011	2011	2011	2011	2003	2009
1499 Cambridge Lane	1975	4/2	2-car	2011	2011	2011	2011	2011	1999	2009
1505 Cambridge Lane	1975	3/2	2-car	2011	2011	2011	2011	2003	2004	2009

# **1446 Cornell Place**

ROOMS: 4BR /2BA LIVING AREA: 1,427 SQ. FT. Lot Size: 0.20 Ac. LEGAL DESCRIPTION: Coronado Moors Unit 1, Block 6, Lot 91 (Plat Book 25, Page 132)

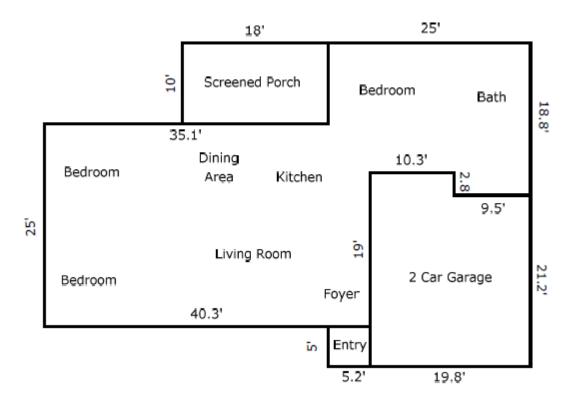


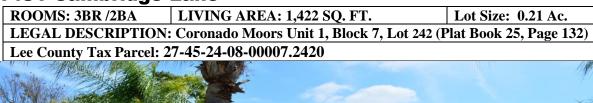


# **1447 Cornell Place**

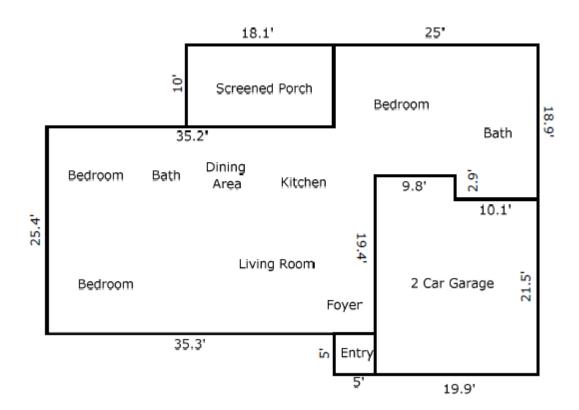
ROOMS: 3BR /2BA LIVING AREA: 1,403 SQ. FT. Lot Size: 0.20 Ac. LEGAL DESCRIPTION: Coronado Moors Unit 1, Block 5, Lot 81 (Plat Book 25, Page 132) Lee County Tax Parcel: 27-45-24-08-00007.0810





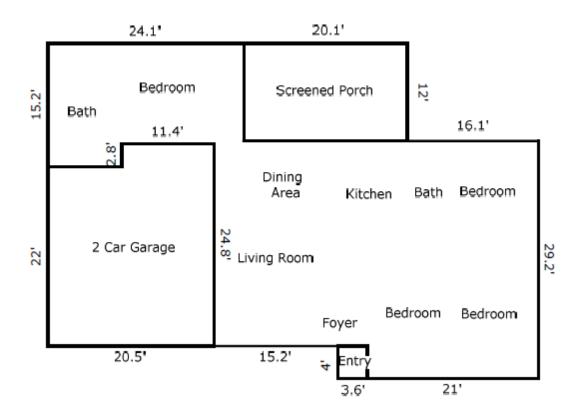






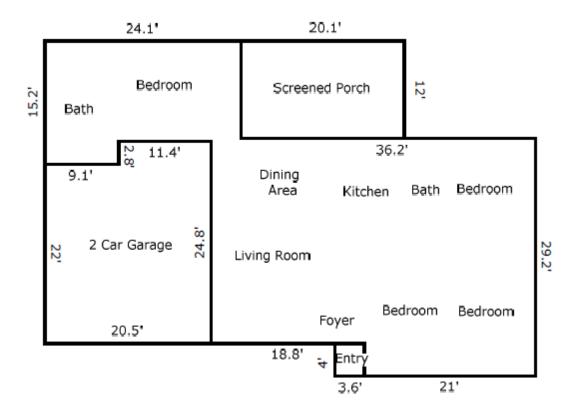
ROOMS: 4BR /2BA LIVING AREA: 1,410 Lot Size: 0.21 Ac. LEGAL DESCRIPTION: Coronado Moors Unit 1, Block 7, Lot 243 (Plat Book 25, Page 132) Lee County Tax Parcel: 27-45-24-08-00007.2430





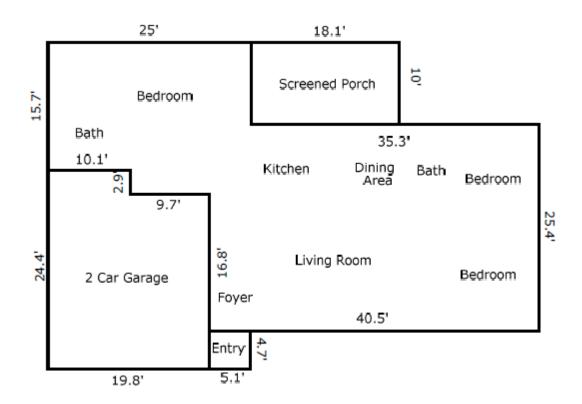
ROOMS: 4BR /2BA LIVING AREA: 1,410 SQ. FT. Lot Size: 0.23 Ac. LEGAL DESCRIPTION: Coronado Moors Unit 1, Block 7, Lot 245 (Plat Book 25, Page 132) Lee County Tax Parcel: 27-45-24-08-00007.2450





ROOMS: 3BR /2BA LIVING AREA: 1,420 SQ. FT Lot Size: 0.23 LEGAL DESCRIPTION: Coronado Moors Unit 1, Block 7, Lot 246 (Plat Book 25, Page 132) Lee County Tax Parcel: 27-45-24-08-00007.2460





## **GENERAL TERMS OF SALE**

#### 1. DEFINITIONS

#### a. INVITATION FOR BIDS

The term "Invitation for Bids" ("IFB") refers to this document and the following items that are attached hereto and incorporated herein: the Properties Description; General Terms of Sale; Instructions to Bidders; Notice and Covenants and/or Special Terms of Sale; Bidder Registration and Bid Form for Purchase of Government Properties. Should the aforementioned documents be modified or supplemented by any addenda or amendments issued by the Government prior to the conclusion of the online auction, those addenda and amendments shall be part of the IFB.

#### b. GOVERNMENT

The term "Government" as used herein refers to the United States of America, and is used interchangeably with "Seller" and "Grantor."

#### c. GENERAL SERVICES ADMINISTRATION

The term "General Services Administration" ("GSA") as used herein refers to the United States General Services Administration, a Federal agency.

#### d. PROPERTY

The term "Property" refers to the property or properties described in the Property Description of this IFB.

#### e. AS-IS

The term "As-Is" means that the Government is selling, and the buyer is buying the Properties in whatever condition it presently exists, and that the buyer is accepting the Properties "with all faults," whether or not they could be ascertained by an inspection of the Properties or review of any due diligence material available.

#### f. WHERE-IS

The term "Where-Is" means that the Government is selling, and the buyer is buying, the Properties in whatever location it presently exists.

#### g. PURCHASER

The term "Purchaser" refers to the bidder whose bid the Government accepts, and is used interchangeably with "Buyer" and "Grantee."

#### h. BIDDER(S)

The term "Bidder" or "Bidders" as used herein refers to the offeror or offerors for the purchase of the subject Properties, and is used interchangeably with "you."

#### i. BID INCREMENT/INTERVAL

The "Bid Increment" is the minimum amount of money required to increase a starting or current bid. "Bid Interval" is the maximum amount of time in which to make a bid before the auction ends. The Bid Interval is also referred to as the Inactivity Period at <a href="RealEstateSales.gov">RealEstateSales.gov</a>.

#### i. FLAT BID

A flat bid is for an amount at least the current bid plus the posted minimum Bid Increment. If the bid is greater than another bidder's automatic bid, the system will consider this flat bid as the current (winning) bid. If the bid is less than or equal to another bidder's automatic bid, the system will record the bid but it will not be considered the current (winning) bid.

#### k. AUTOMATIC BID

Also known as "bid by proxy" wherein the bidder establishes a person to bid on their behalf at auction up to a certain limit. In the case of on-line auctions, computers have automated the proxy role and bidders establish their bid limits on-line and the software answers bid challenges by automatically making the next bid increment up to the proxy limit.

#### I. HIGH BIDDER

The term "High Bidder" refers to the bidder, whose bid conforms to the terms and conditions of the IFB, is the highest dollar bid at the close of the auction and is determined by the Government to be the most acceptable bid.

#### m. BACKUP BIDDER

The term "Backup Bidder" refers to the bidder, whose bid conforms to the terms and conditions of the IFB, is the second-highest dollar bid at the close of the auction and is determined by the Government to be the most acceptable bid.

#### n. WEBSITE

The GSA Auctions® website, <u>GSAAuctions.gov</u>, has been developed to allow the general public the opportunity to bid electronically on a wide array of Federal assets, including real property. Auctions for real property are offered as a separate asset category at GSA Auctions and can be viewed at <u>RealEstateSales.gov</u>. Additional information can also be found at <a href="https://resourcecenter.secure.force.com/pbs">https://resourcecenter.secure.force.com/pbs</a>.

#### 2. DESCRIPTION PROVIDED IN IFB

The description of the Properties, and all other information provided with respect to the Properties set forth in the IFB, are based on the best information available to GSA, Real Property Utilization and Disposal (4PZ) and are believed to be correct. Any error or omission, including but not limited to, the omission of any information available to the agency having custody over the Properties and/or any other Federal agency, shall NOT constitute grounds or reason for nonperformance of the contract of sale, or claim by purchaser for allowance, refund or deduction from the purchase price.

#### 3. INSPECTION

The Properties will be open for inspection from 10 am – 3 pm on:

Saturday and Sunday, Jan. 24 & 25, 2015 Saturday and Sunday, Feb 7 & 8, 2015

Bidders are invited, urged, and cautioned to inspect the Properties prior to submitting a bid. The failure of any bidder to inspect, or to be fully informed as to the condition of all or any portion of the Properties, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid after the auction. No one will be allowed access to the Property without the presence of a GSA employee or designee.

#### 4. CONTRACT

The IFB and the bid, when accepted by the Government shall constitute an agreement for sale ("Agreement") between the high bidder ("Purchaser") and the Government. Such Agreement shall constitute the whole contract to be succeeded only by the formal instrument(s) of transfer, unless modified in writing and signed by both parties. No oral statements or representations made by, or for, or on behalf of either party shall be a part of such contract. In addition, the Purchaser shall not transfer or assign the Agreement without the express written consent of the Government. Any assignment transaction without such consent shall be void.

#### 5. CONDITION OF PROPERTIES

The Property is offered for sale "AS IS" AND "WHERE IS" without representation or warranty, expressed or implied. The Purchaser, and Purchaser's successors and assigns, or any party-in-possession of the Property, or any part thereof, further acknowledges that the Government makes no representations or warranty concerning the title, zoning, character, condition, size, quantity, quality and state of repair of the Property. The Government makes no other agreement or promise to alter, improve, adapt or repair the Property not otherwise contained herein. Purchaser shall rely solely on its own due diligence and examination of the Property. Purchaser acknowledges that there will be no claims or any allowances or deductions upon grounds that the Property is not in condition or fit to be used for the purpose of which intended by the Purchaser after the conclusion of the auction.

#### 6. ZONING

According to the appraisal, the Properties are zoned RS-1 Residential. The Properties are subject to the jurisdiction of Lee County. Verification of the present zoning and determination of permitted uses, along with compliance of the Properties for any proposed future use, shall be the responsibility of the bidder; and the Government makes no representation in regard to zoning matters. Any inaccuracies or changes in the zoning information shall NOT be cause for adjustment or rescission of any contract resulting from this IFB. For more information contact:

Lee County Community Development Zoning Division 1500 Monroe Street Ft. Myers, FL 33901 Ms. Pam Houck, Director (239)533-8345

#### 7. RISK OF LOSS

As of the date of assumption of possession of the Property or the date of conveyance, whichever occurs first, the Purchaser shall assume all responsibility for care and handling and all risks of loss or damage to the Property, including but not limited to all buildings and other improvements located thereon, and assume all obligations and liabilities of ownership and no claim for any allowance or deduction upon such grounds will be considered after the conclusion of an auction.

#### 8. TAXES, ASSESSMENTS AND OTHER COSTS

As of the date of assumption of possession of the Property, or the date of conveyance, whichever occurs first, the Purchaser shall assume responsibility for all general and special real and personal property taxes or other assessments which have been or may be assessed on the Property, and for all sums due to be paid by the Government in lieu of taxes, which amount shall be prorated.

#### 9. REVOCATION OF BID AND DEFAULT

In the event of revocation of a bid after the conclusion of an auction, but prior to acceptance of the high bid by the Government, or in the event of revocation of a bid after notice of acceptance, or in the event of any default by the Purchaser in the performance of the contract of sale created by such acceptance, or in the event of failure by the

Purchaser to consummate the transaction, the Purchaser agrees that the deposit paid the Government in any acceptable form, including credit card, together with any payments subsequently made on account, may be forfeited at the option of the Government as damages for breach of contract, in which event the Purchaser shall be relieved from further liability. Otherwise, without forfeiting the said deposit and payments, the Government may avail itself of any legal or equitable rights which it may have under the bid or contract of sale.

#### 10. GOVERNMENT LIABILITY

If the Government accepts a bid for the purchase of the Property and (1) the Government fails for any reason to perform its obligations as set forth herein; or (2) title does not transfer or vest in the Purchaser for any reason, although Purchaser is ready, willing, and able to close; or (3) any other contractual claim or cause of action hereafter accrues in favor of Purchaser under the terms of this IFB, Government's liability to Purchaser shall be strictly limited to all amounts of money Purchaser has paid to Government without interest whereupon Government shall have no further liability to Purchaser.

#### 11. TITLE EVIDENCE

Any bidder, at its sole cost and expense, may procure any title evidence that the said bidder desires. The Government will, however, cooperate with the Purchaser or their authorized agent in this transaction, and will permit examination and inspection of such deeds, abstracts, affidavits of title, judgments in condemnation proceedings, or other documents relating to the title of the premises and Properties involved, as it may have available. It is understood and agreed that the Government is not obligated to pay for any expense incurred in connection with title matters or survey of the Properties.

#### 12. TITLE

If a bid for the purchase of the Properties is/are accepted, a quitclaim deed or a deed without warranty in conformity with local law and practice will convey the Government's interest. The Government does not pay for or provide title insurance.

#### 13. EASEMENTS, ENCROACHMENTS AND RESERVATIONS

The Properties will be sold subject to any and all covenants, reservations, easements, restrictions, encroachments, and rights, recorded or unrecorded, in favor of third parties, for highways, streets, power lines, telephone lines and equipment, pipelines, drainage, sewer and water mains and lines, public utilities, public roads, railroads and other rights-of-way, and any easements, reservations, rights and covenants reserved by the Grantor herein.

There are recorded "Declaration of Restrictions" for Coronado Moors recorded in Book 792, Page 113 et seq., of the Public Records of Lee County, Florida. These restrictions are currently being, or have recently been, updated and bidders should contact Mr. Herb Taylor, President of the Coronado Moors Homeowners Association at 239-728-8554 or taylor8400@gmail.com for information.

#### 14. COVENANT AGAINST CONTINGENT FEES

The Purchaser warrants that he or she has not employed or retained any person or agency to solicit or secure this contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the contract without liability or in its discretion to recover from the Purchaser the amount of such commission, percentage, brokerage, or contingent fee in addition to the consideration herewith set forth. This warranty shall not apply to commissions payable by the Purchaser upon the contract secured or made through bona fide established commercial agencies maintained by the Purchaser for the purpose of doing business. "Bona fide established commercial agencies" has been construed to include licensed real estate brokers engaged in the business generally.

#### 15. TENDER OF PAYMENT AND DELIVERY OF INSTRUMENT OF CONVEYANCE

The closing date of the sale is sixty (60) calendar days after acceptance of the bid. Upon agreement by the Government, the Purchaser may close the transaction prior to the sixty (60) calendar day period.

Prior to closing, the Purchaser or Purchaser's agent may open an escrow account with an independent, unaffiliated escrow company ("Escrow Holder") to handle the closing. The Government does not mandate use of an escrow company. All closing costs, including escrow fees and document handling expenses, shall be borne solely by the Purchaser. As part of the closing, the Government will provide escrow instructions to the Escrow Holder regarding the recording, disposition of proceeds and related matters.

On the closing date, the Purchaser shall tender to the Government (or to the Escrow Holder) the balance of the purchase price in the form of a cashier's check, certified check or electronic wire transfer. Upon confirmation that Purchaser's wire transferred funds have been received by the Government or that Purchaser's funds by check have been confirmed to the satisfaction of the Government, the Government shall deliver to the Purchaser the instrument, or instruments, of conveyance. Possession of the Properties will be assumed by the Purchaser at the time of closing. The Government reserves the right to extend the closing date for a reasonable amount of time.

#### 16. DELAYED CLOSING

Any change to the established closing date is subject to the written approval by the Government. The Government reserves the right to refuse a request for extension of closing. However, if the Government grants an extension, the Purchaser may be required to pay either: (i) a liquidated damages assessment of \$100.00 per day; or (ii) interest on the outstanding balance of the purchase price, whichever is greater, if the closing of the sale is delayed, and the delay is caused, directly or indirectly, by the Purchaser's action or inaction and not by any action on the part of the Government. The interest rate shall be computed based on the yield of 10-year United States Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve Statistical Release H.15" plus 1-1/2% rounded to the nearest one-eighth percent (1/8%) as of the date of bid acceptance. The Government may impose additional terms and conditions to grant an extension.

#### 17. CLOSING COSTS, DOCUMENTARY STAMPS AND COST OF RECORDING

All closing costs, including escrow and financing fees, shall be borne solely by the Purchaser. The Purchaser shall pay all taxes and fees imposed on this transaction and shall obtain at Purchaser's own expense and affix to all instruments of conveyance and security documents such revenue and documentary stamps as may be required by Federal, state and local law.

All instruments of conveyance and security documents shall be placed on record in the manner prescribed by local recording statutes at the Purchaser's expense.

A conformed copy of the recorded quitclaim deed shall be provided by the Purchaser to GSA, within five (5) business days after recording, at the following address:

U.S. General Services Administration Real Property Utilization and Disposal (4PZ) 77 Forsyth Street, SW, Suite 130 Atlanta, Georgia 30303 Attn: Joe Crenshaw

#### 18. OFFICIALS NOT TO BENEFIT

No member or delegate to the Congress, or resident commissioner shall be admitted to any share or part of the contract of sale or to any benefit that may arise there from, but this provision shall not be construed to extend to the contract of sale if made with a corporation for its general benefit. GSA employees are prohibited from bidding on the Properties offered in the IFB.

# **INSTRUCTIONS TO BIDDERS**

#### 1. AUCTION START DATE

The auction opens on Tuesday January 27 at 10 a.m. (Central Time).

#### 2. TYPE OF SALE

This sale will be an online auction conducted at <a href="RealEstateSales.gov">RealEstateSales.gov</a>. The auction will be conducted over a period of time, usually several weeks, as determined by bid activity. The date of the auction close (see Paragraph 10, Auction Close) will be announced at <a href="RealEstateSales.gov">RealEstateSales.gov</a>, with at least three (3) business days prior notice. The auction may continue beyond that date as long as bidders continue to submit higher bids. Thus, the bidders determine when the sale closes by their bidding activity.

#### 3. BIDS AND TERMS OF SALE

Bids to purchase must be ALL-CASH. Buyers are expected to arrange their own financing and to pay the balance in full by the closing date. No Government credit terms are available. GSA has no information on the availability of private financing or on the suitability of these Parcels for financing.

#### 4. STARTING BID

This auction is being opened with an amount which does not represent the value of the Property but rather provides a reasonable starting point for the online auction. The starting bid will be displayed as the Current Bid. The Government seeks to obtain fair market value for the Property and reserves the right to reject any and all bids.

#### 5. BIDDER REGISTRATION AND DEPOSIT

- a. Bidder registration is a three-step process:
- (1) <u>Complete Online Registration</u>: Bidders must register online at <u>RealEstateSales.gov</u>. Click on "Register", establish a Username and Password and provide the requested account information. A Username and Password are used to register online and to place bids. The required password must be between six and fifteen characters. You will be asked to read and agree to the terms and conditions of the Website. GSA reserves the right to change the online terms and conditions. A previously registered bidder of <u>GSAAuctions.gov</u> can login using the established Username and Password. In the event you forget your Username or password, or both, or are locked out from the system, it is your responsibility to obtain your Username and Password from <u>RealEstateSales.gov</u>. GSA staff cannot assist in retrieving a lost or forgotten Username or Password.

You may register as either an individual or as a company and this information must be the same information provided on the Bidder Registration and Bid Form for Purchase of Government Real Properties. Changes to title may be considered after award at the discretion of the Government. If you wish to participate as an individual and a representative of a company, you must register separately for each and place bids accordingly.

In accordance with Public Law No. 104-134, Section 31001, the Debt Collection Improvement Act of 1996, the Tax Identification Number (TIN) must be provided by anyone conducting business with the Federal Government, from which a debt to the Government may arise. Individuals cannot successfully register to bid on items without providing a TIN. A TIN is defined as an individual's Social Security Number (SSN) or business entity's Employer Identification Number (EIN). If you registered as an Individual, your SSN will be validated with your name and address. If you registered as a Company, your business identity's EIN will be validated with your company name and address. The use of an individual's SSN is subject to the Privacy Act of 1974 (5 U.S.C. Section 552a), and will be collected only to verify the data submitted by the user and for the proper refund of the Registration Deposit.

A credit card validation process will be conducted to prevent potential fraudulent bidding activity and to ensure that bidders are prepared to accept responsibility for their bidding activity and all submitted bids are valid. **The** 

credit card information you provide at registration is used strictly for validation purposes. GSA Auctions® does not automatically charge credit cards on file. You may use a different credit card to provide the required Registration Deposit. Credit card bid deposits for real Properties sales cannot be made via GSA Auctions®.

For more information and assistance on the online registration process, please go to <a href="https://gsaauctions.gov/html/help/index.html">https://gsaauctions.gov/html/help/index.html</a>.

- (2) <u>Complete Registration Form:</u> Bidders must complete and submit the official Bid Form titled "Bidder Registration and Bid Form for Purchase of Government Real Properties" accompanying this IFB. All information and certification requested thereon must be provided. Bidder registration and bids submitted which fail to furnish all information or certifications required may be summarily rejected. The Bid Form should be filled out legibly with all erasures, strikeovers and corrections initialed by the person signing the bid. The Bid Form must be signed and dated. Additional bid forms are available upon request or you may photocopy the form in this IFB.
- (3) <u>Provide Registration Deposit:</u> A deposit in the amount of \$1,000 (the "Registration Deposit"). must accompany your Bidder Registration and Bid Form. Registration Deposits must be provided in the form of a cashier's check, certified check or credit card (Visa, MasterCard, Discover or American Express). Personal or company checks are NOT acceptable and will be returned to the sender. Checks must be made payable to: "U.S. General Services Administration." For deposits by credit card, bidders must also complete Registration Deposit portion of the official Bid Form to be authorized to bid.

Only upon verification of your Registration Deposit, will you be allowed to bid. All Registration Deposits received will be deposited with the U.S. Treasury, in a non-interest bearing account, immediately upon receipt.

b. To complete the bidder registration process, please submit the completed Bidder Registration and Bid Form for Purchase of Government Real Properties, along with the required Registration Deposit, to:

U.S. General Services Administration Real Property Utilization and Disposal (4PZ) 77 Forsyth Street, SW, Suite 130 Atlanta, Georgia 30303 Attn: Joe Crenshaw

If the Registration Deposit is to be provided by credit card, the Bidder Registration and Bid Form can also be submitted to GSA by fax at (404) 331-2727.

- c. It is the responsibility of the bidder to ensure that adequate time is available to complete the registration process as described above. The Government makes no representation or guarantee that any additional assistance or time will be provided to complete the registration process. No bidder will be allowed to participate in the sale until the entire registration process is complete.
- d. Registration may occur any time prior to the conclusion of the auction. The Government, however, makes no representation or guarantee that your registration will be completed prior to the announced date and time for the receipt of final bids. Therefore, bidders are encouraged to register before the auction opens.

#### 6. BIDDING IN GENERAL

a. Registered bidders may place an initial bid online by following the instructions at <a href="RealEstateSales.gov">RealEstateSales.gov</a>, you agree that your bid is a binding offer. You will be legally obligated for any and all bids submitted using your Username and password.

After successful completion of the registration process, users, also known as "Bidders," are permitted to participate in online auctions. The Bidder Menu provides you with the capability to browse and place bids; track items of interest; follow auctions where bids have been placed; to change your personal information and settings; and to access an easy-to-use online Help Menu.

GSA Auctions® provides up-to-date information on your bidding status. You can check the bidding status by clicking on the Bid History.

- b. Bids received through <u>RealEstateSales.gov</u> are date and time stamped Central Time. The Government will not be responsible for any discrepancies between the time indicated on the Website and the apparent time indicated, displayed, or otherwise stated or represented by a registered bidder.
- c. Bids must be submitted without contingencies.
- d. Bidders that are currently in default status on GSAAuctions, for non-payment or non-removal of items, will not be allowed to place bids for real Properties. They will only be allowed to "browse" the items. Once a bidder cures their default, they will be unblocked and be given access to begin bidding on items upon receipt of the required Registration Deposit. For more information, review the GSAAuctions Terms and Conditions.

#### 7. CONTINUOUS BIDDING RESULTS AND AUCTION INFORMATION

Bidders are strongly encouraged to monitor bidding activity at <u>RealEstateSales.gov</u>. New bids are immediately posted at <u>RealEstateSales.gov</u> upon receipt. If you no longer have the high bid and the sale has not closed, you can go back to the parcel and place another bid. Bids cannot be lowered or canceled.

If your bid is not accurately shown on <u>RealEstateSales.gov</u>, then you should call GSA at (415) 522-3431 or (415) 522-3408. Bidders are urged to pay close attention to <u>RealEstateSales.gov</u> which will contain new, revised, and useful information regarding the high bid, modification to bid increment and the closing date of the auction.

#### 8. ONLINE BIDDING

RealEstateSales.gov allows you to place a either a flat or automatic ("proxy") bid. A flat bid is for an amount at least the current bid plus the posted minimum Bid Increment. If the bid is greater than another bidder's automatic bid, the system will consider this flat bid as the current (winning) bid. If the bid is less than or equal to another bidder's automatic bid, the system will record the bid but it will not be considered the current (winning) bid. The required minimum bid will be specified on the bid screen and once entered it will be displayed as the winning bid unless an automatic bid that is greater than this amount has been placed.

An automatic bid is an amount that you set above the posted minimum bid. Realestatesales.gov will use as much of your bid as needed to make you the current winner of the auction or to meet the auction's reserve price. The system will automatically apply the minimum Bid Increment up to the total amount bid to make you the current winner of the auction or to meet the auction's reserve price. Your automatic bid amount is not shown to other bidders until it is reached through competitive bidding. You may change your bid amount but not less than the next bid increment amount. If the system reaches your automatic bid limit, it stops bidding for you. Submit another bid if you want to continue bidding. If you selected to receive e-mail notifications during registration, the system will notify you if you are no longer holding the winning bid. You can submit another flat bid or reset your automatic bid amount if you want to continue bidding. Your automatic bid is not shown to other bidders. If a reserve price is set, RealEstateSales.gov will use as much of your bid as needed to meet the reserve price.

When two automatic bids compete, the greater of the two always wins. If the greater automatic limit does not exceed the lesser automatic limit by the full stated Bid Increment, then the greater automatic limit bid is placed. You may increase or decrease your automatic bid limit at any time. You cannot decrease your automatic bid below the current bid. If you are currently the winner in an auction, increasing your automatic bid will not increase your current bid until challenged by another bid. Changing your automatic bid may affect the indicated time remaining.

If you learn from <a href="RealEstateSales.gov">RealEstateSales.gov</a> that your bid was not the high bid, or if another bidder exceeds your previous high bid, you may increase your bid at <a href="RealEstateSales.gov">RealEstateSales.gov</a> until such time as bidding is closed. Increases in previously submitted bids are welcome and your Registration Service Fee will apply to subsequent increased bids. All increased bids must be made online. The Government reserves the right to modify the Bid Increment at any time prior to the close of the auction.

#### 9. TRANSMISSION AND RECEIPT OF BIDS

The Government will not be responsible for any failure attributable to the inability of the bidder to transmit or the Government to receive registration information, bid forms or a bid by any method. Failure to receive registration information, bid forms or a bid may include, but is not limited to the following:

- a. Receipt of a garbled or incomplete bid.
- Availability or condition of the sending or receiving electronic equipment.
- c. Incompatibility between the sending and receiving equipment and software.
- d. Malfunctioning of any network, computer hardware or software.
- e. Delay in transmission or receipt of a bid.
- f. Failure of bidder to properly identify the bid.
- g. Security of bid data.
- h. Inability of bidder to enter bid. For example: due to lost or forgotten password or system lock due to repeated login failures.
- i. Unavailability of GSA personnel.

If your bid is not accurately shown or you cannot enter a bid at <u>RealEstateSales.gov</u> then you should call GSA at (415) 522-3431 or (415) 522-3408 for assistance.

The Website will NOT be available during the following system maintenance windows:

- Saturday: 5:00 a.m. to 8:00 a.m. CT
- Sunday: 6:00 a.m. to 10:00 a.m. CT

Occasionally, technical problems will interrupt the bidding process for an unspecified amount of time. These interruptions may affect some or all bidders. In the event of an interruption, an evaluation of the length of interruption time and the numbers of bidders affected may prompt GSA Auctions<sup>30</sup> to extend the closing time for an auction. Extension may range from 1 hour to 24 hours based on the aforementioned criteria, to insure fair and full competition. An email notification will be sent to those bidders who participated in these auctions when they are extended.

#### 10. AUCTION CLOSE

The Government will announce a date and time for the Close Time on <a href="RealEstateSales.gov">RealEstateSales.gov</a>. The Government will also set a Bid Interval or "challenge" period for bids. The Time Remaining countdown clock announces the time left to bid. The High Bid must survive the Bid Interval without challenge, usually within 24 hours of the auction close time, to win. If the High Bid on the announced date and time survives the full Bid Interval period without challenge, then bidding will close at the stated time and consideration for award will be given to the High Bidder.

If an increased bid is received within the Time Remaining and the Bid Interval is 24 hours, then bidding will be held over for an additional Bid Interval (including weekends and Federal holidays) beginning at the time the increased bid is placed. This process will continue until the high bid survives the full Bid Interval period unchallenged. Bid Intervals may be changed from 24 hours (reduced or increased) as determined by the Government. For Bid Intervals of less than 24 hours, the auction will not close during non-business hours, weekends or Federal holidays and the bidding will continue to the next business day. **The Government reserves the right to increase or decrease the Bid Interval at any time prior to the close of the auction.** Bidder agrees that notices of changes to the sale are satisfactory when made available on the Website at RealEstateSales.gov.

#### 11. CONTINUING OFFERS

Each bid received shall be deemed to be a continuing offer for ninety (90) calendar days after the close of the online auction until the bid is accepted or rejected by the Government.

If the Government desires to accept any bid after the expiration of the ninety (90) calendar days, the consent of the bidder shall be obtained prior to such acceptance.

#### 12. ACCEPTABLE BID

An acceptable bid is one received from a responsible bidder, whose bid, conforming to this IFB, will be most advantageous to the Government.

#### 13. BID EXECUTED ON BEHALF OF BIDDER

A bid executed by an attorney or agent on behalf of the bidder shall be accompanied by an authenticated copy of their Power of Attorney or other evidence of their authority to act on behalf of the bidder.

If the bidder is a corporation, the Certificate of Corporate/Organization Bidder, included in this IFB, must be executed. The certificate must be executed under the corporate seal by some duly authorized officer of the corporation other than the officer signing the bid. In lieu of the Certificate of Corporate Bidder, there may be attached to the bid, copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

If the bidder is a partnership, and all partners sign the bid, with a notation that they are all general partners, the Government will not ordinarily require any further proof of the existence of the partnership. If all the partners do not sign the bid, then the names of all those except limited partners must be furnished on the bid and the Government, in its discretion, may require evidence of the authority of the signer(s) to execute the bid on behalf of the partnership. The name(s) and signature(s) of the designated bidder(s) must be included on the Bidder Registration and Bid Form.

If the bidder is a limited liability company, a certificate of the LLC must be completed and executed by the manager and submitted with the Bidder Registration Form. The Certificate of Corporate/Organization Bidder form may be used for this purpose.

#### 14. NOTICE OF ACCEPTANCE OR REJECTION

Notice by the Government of acceptance or rejection of the bid shall be deemed to have been sufficiently given when faxed or mailed to the bidder or their duly authorized representative at the fax/phone number or address indicated in the bid. The processing of a bid deposit by the Government shall not, in itself, constitute acceptance of the bidder's offer. The Government reserves the right to reject any or all bids or portions thereof for any reason.

#### 15. AUCTION SUSPENSION OR CANCELLATION

The Government reserves the right to temporarily suspend or cancel the auction for any reason without award and resume the auction or start a new auction at any time. In the event of a temporary suspension due to technical problems, or other bidding issues, the Government will determine the high bidder and the high bid amount, re-open bidding and allow the auction to proceed according to the bidding terms described herein. The Government reserves the right to cancel the sale at any time and Registration Deposits will be returned to bidders without interest or further obligation by the Government.

#### 16. TEN PERCENT BID DEPOSIT AND TRANSACTION CLOSING

Within ten (10) business days of acceptance of a bid by the Government, the Purchaser agrees to deposit an additional amount, if required, in the form of a certified check or cashier's check, if any, which when added to the

Registration Deposit, will equal at least ten percent (10%) of the total bid. Failure to provide these funds will result in a default and forfeiture of the Registration Deposit.

Upon acceptance of a bid, the bid deposit shall be applied towards payment of the Purchaser's obligation to the Government. The full balance of the purchase price in the form of a certified check, cashier's check or electronic wire transfer is payable within sixty (60) calendar days after acceptance of bid. At the time of closing, all monies paid by the Purchaser will be credited, without interest, toward the total purchase price.

#### 17. REFUND OF REGISTRATION DEPOSITS

Registration Deposits accompanying bids that are rejected will be refunded to bidders without interest. Bidders who provided Registration Deposits by check may elect to receive the refund by U.S. Treasury check or by an electronic funds transfer (EFT). Bidders will be required to provide GSA with a Taxpayer Identification Number (TIN) to ensure the proper refund of the Registration Deposit by the U.S. Treasury. The TIN may be either a Social Security Number (SSN) or an Employer Identification Number (EIN). The use of an individual's SSN is subject to the Privacy Act of 1974 (5 U.S.C. Section 552a), and will be collected only for the proper refund of the Registration Deposit. Refunds will only be processed to the same individual or entity identified by the TIN. Bidders requesting to receive a refund by EFT will be required to provide additional information to GSA including bank account information to process the refund. Registration Deposits provided by credit card will be credited to the same account number provided.

Registration Deposits received from the second highest bidder will be held as stipulated in Paragraph 18, Back-up Bidder. All other Registration Deposits will be processed for refunds after the last day of the auction or upon written request to withdraw from the auction unless the bidder is the first or second highest bidder. Refunds by U.S. Treasury check or by EFT will be processed in a timely manner but may require several weeks to complete. Refunds to a credit card will usually be processed within three business days.

#### 18. BACKUP BIDDER

The second-highest bidder will be the Backup Bidder. The Backup Bidder may be considered for award as the successful bidder for the duration of Continuing Offer period described in Paragraph 11, Continuing Offers, if: 1) the original High Bidder is unable to fully complete the transaction according to the terms and conditions of the IFB; or 2) if the original High Bidder fails to increase its initial bid deposit to the required 10% of the purchase price. The Backup Bidder's Registration Deposit may be retained, at the Government's discretion, without interest, until the High Bidder either provides the 10% bid deposit or completes the transaction. When the Backup Bidder is converted to the High Bidder, all terms, conditions and agreements described in the IFB are applicable to the successful bidder.

The Registration Deposit of the Backup Bidder will be returned as described in Paragraph 17, Refund of Registration Deposits, if the Backup Bidder is not converted to the High Bidder. In the event that the Government is unable to complete the transaction with the highest or backup bidder, the Government reserves the right to consider the remaining bid(s) and make an award that is in the best interest of the Government.

#### 19. ADDITIONAL INFORMATION

GSA will provide additional copies of this IFB and make every effort to answer requests for additional information concerning the Property to facilitate preparation of bids. Each bid shall be deemed to have been made with full knowledge of all terms, conditions, and requirements contained in this IFB and any amendments made thereto prior to bid acceptance. Bidders may also review the information pertaining to the Property at <a href="http://propertydisposal.gsa.gov/">http://propertydisposal.gsa.gov/</a> or <a href="RealEstateSales.gov">RealEstateSales.gov</a>.

#### 20. BROKER PARTICIPATION

Subject to the terms and conditions hereinafter provided, a commission of two percent (2.0%) will be paid to any properly licensed real estate broker/agent who submits his/her *Broker Participation Registration Form* according to

the terms and conditions of the Invitation for Bids for this sale and whose client is the successful purchaser of the property. Commission is earned only at closing and funding for the total contract price for the property.

In order to be entitled to any commission, the broker must:

- a. Register his/her client by filling out the Bid Form and Buyer's Broker Participation Registration Form in full, including the signature of the client on the form.
- b. Submit the Bidder Registration and Bid Form for Purchase of Government Real Properties and the Bidder's *Broker Participation Registration Form* via fax at 404/331-2727, email at joseph.crenshaw@gsa.gov, or mail to: U.S. General Services Administration, Real Property Utilization & Disposal Division (4PZ), MLK Federal Building, Rm. 130, 77 Forsyth Street, SW, Atlanta, Georgia, 30303, ATTN: Joe Crenshaw. Broker forms arriving without a Bid Form will not be honored. Broker Registration forms sent anywhere other than the above address and fax number will not be honored.
- c. Assist the registration of the client for the auction and encourage bidding.
- d. Abide by the guidelines outlined herein.

#### 21. WAIVER OF INFORMALITIES OR IRREGULARITIES

The Government may, at its election, waive any minor informality or irregularity in bids received.

# **NOTICES AND COVENANTS**

The following Notice and Covenants will be inserted in the Quitclaim Deed.

#### HAZARDOUS SUBSTANCE NOTIFICATION

- A. HAZARDOUS SUBSTANCE ACTIVITY NOTICE AND COVENANTS.
  - 1. Pursuant to Section 120(h)(4) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (CERCLA), 42 U.S.C. § 9620(h)(4), GRANTOR hereby gives notice that no hazardous substances have been released, disposed of, or stored for one year or more on the Property.
  - 2. Pursuant to CERCLA Section 120(h)(4)(D)(i), 42 U.S.C. § 9620(h)(4)(D)(i), GRANTOR warrants that any response action or corrective action found to be necessary after the date of such a sale or transfer shall be conducted by the United States.
    - a. This covenant shall not apply:
      - i. in any case in which GRANTEE, it successors(s) or assign(s), or any successor in interest to the Property or part thereof is a Potentially Responsible Party with respect to the Property immediately prior to the date of this conveyance, OR
      - ii. to the extent but only to the extent that such additional response action or part thereof found to be necessary is the result of an act or failure to act of the GRANTEE, its successor(s) or assign(s), or any party in possession after the date of this conveyance that either:
        - results in a release or threatened release of a hazardous substance that was not located on the Property on the date of this conveyance; OR
        - 2. causes or exacerbates the release or threatened release of a hazardous substance the existence and location of which was known and identified to the applicable regulatory authority as of the date of this conveyance.
      - iii. In the event GRANTEE, its successor(s) or assign(s), seeks to have GRANTOR conduct or pay for additional response action, and as a condition precedent to GRANTOR incurring any additional cleanup obligation or related expenses, the GRANTEE, its successor(s) or assign(s), shall provide GRANTOR at least 45 days written notice of such a claim and provide credible evidence that:
        - 1. The associated contamination existed prior to the date of this conveyance; and
        - 2. The need to conduct any additional response action or part thereof was not the result of any act or failure to act by the GRANTEE, its successor(s) or assign(s), or any party in possession.
  - 3. Pursuant to CERCLA Section 120(h)(4)(D(ii), 42 USC § 9620(h)(4)(D)(ii), GRANTOR reserves a right of access to all portions of the Property for environmental investigation, remediation or other corrective action. This reservation includes the right of access to and use of available utilities at reasonable cost to GRANTOR. These rights shall be exercisable in any case in which a remedial action, response action, or corrective action is found to be necessary after the date of this conveyance, or in which access is necessary to carry out a remedial action, response action, or corrective action on adjoining property. Pursuant to this reservation, the United States of America, and its respective officers, agents, employees, contractors and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the Property and conduct investigations and surveys, to include drilling, test-pitting, borings, data and records compilation and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary, including but not limited to the installation and operation of monitoring wells, pumping wells, and treatment facilities. Any such entry, including such activities, responses or remedial actions, shall be coordinated with the record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants."

#### NOTICE OF PRESENCE OF LEAD-BASED PAINT (LBP)

The Purchaser of any interest in real properties on which a building was built prior to 1978 is notified that such Properties may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real Properties is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to converting the Properties to a residential dwelling.

The Government's LBP inspection indicated that out of 1,051 tested locations none showed lead concentrations at or above the USEPA/HUD definition of lead-based paint (at or above 1.0 mg/cm²) tested coatings. 192 various components were documented to have lead concentrations present, but at levels below the USEPA/HUD levels.

THE SUCCESSFUL BIDDER (AWARDEE) WILL BE REQUIRED TO EXECUTE, PRIOR TO CLOSING, A SELLER DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS SHOWN ON PAGE 29 OF THIS IFB.

#### **ASBESTOS CONTAINING MATERIALS**

- a. Bidders are warned that the Properties may contain asbestos-containing materials. Unprotected or unregulated exposures to asbestos in product manufacturing, shipyard, and building construction workplaces have been associated with asbestos-related diseases. Both the Occupational Safety and Health Administration (OSHA) and the Environmental Protection Agency (EPA) regulate asbestos because of the potential hazards associated with exposure to airborne asbestos fibers. Both OSHA and EPA have determined that such exposure increases the risk of asbestos-related diseases, which include certain cancers and which can result in disability or death.
- b. Bidders are invited, urged, and cautioned to inspect the Properties to be sold prior to submitting a bid. More particularly, bidders are invited, urged, and cautioned to inspect the Properties as to its asbestos content and condition, and any hazardous or environmental conditions relating thereto. The Government will assist bidders in obtaining any authorization(s) which may be required in order to carry out any such inspection(s). Bidders shall be deemed to have relied solely on their own judgment in assessing the overall condition of all or any portion of the Properties including, without limitation, any asbestos hazards or concerns.
- c. No warranties either express or implied are given with regard to the condition of the Properties including, without limitation, whether the Properties does or does not contain asbestos or is or is not safe for a particular purpose. The failure of any bidder to inspect, or to be fully informed as to the condition of all or any portion of the Properties offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid or offer after its opening or tender.
- d. The description of the Properties set forth in this IFB and any other information provided therein with respect to said Properties is based on the best information available to the disposal agency and is believed to be correct, but an error or omission, including but not limited to the omission of any information available to the agency having custody over the Properties and/or any other Federal agency, shall not constitute grounds or reason for nonperformance of the contract of sale, or any claim by the Purchaser against the Government including, without limitation, any claim for allowance, refund, or deduction from the purchase price.
- e. The Government assumes no liability for damages for personal injury, illness, disability or death, to the Purchaser, or to the Purchaser's successors, assigns, employees, invitees, licensees, or any other person subject to Purchaser's control or direction, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the Properties which is the subject of this sale, whether the Grantee, its successors or assigns has or have properly warned or failed properly to warn the individual(s) injured.
- f. The Grantee further agrees that in its use and occupancy of the Properties it will comply with all Federal, state, and local laws relating to asbestos.

#### **FLOOD HAZARD**

The properties are currently located within the Flood Insurance Rate Map (FIRM) Panel 12071C0419F (FEMA 2008). The property, along with the surrounding area, is located within the 100-year floodplain and mapped as Zone AE, which is defined by FEMA as special flood hazard areas subject to the 1% annual chance flood where base flood elevations have been determined. The nearest mapped floodway (channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment, so that the 100-year flood can be carried without substantial increases in flood heights) occurs more than 0.3 mile to the northeast and is associated with Hendry Creek. Use of the Property may be restricted under federal state or local floodplain regulations, such as 44 C.F.R. Part 60 Subpart A, Fla. Stat. §§ 553.70 et seq. (Florida Building Code), and local community ordinances and codes.

The Grantee agrees to comply with all federal, state and local regulations pertaining to use and development of the Property, including all applicable federal, state and local floodplain regulations. The Grantee and all successors and assigns shall save and hold the Grantor harmless in the event of damage to or loss of life or property resulting directly or indirectly from flooding.

# BIDDER REGISTRATION AND BID FORM FOR PURCHASE OF GOVERNMENT REAL PROPERTY

1446 Cornell Place 1447 Cornell Place 1481 Cambridge Lane	PEACH415010001 PEACH415011001 PEACH415012001		1487 Cambridge La 1499 Cambridge La 1505 Cambridge La	ne PEACH415014001 🗆		
REGISTRATION DEPOSITION 1,000.00	Γ (for each property)	:	USERNAME:	shed at RealEstateSales.gov)		
Bidder Information: Ple	ease print or type legibly.		(ao cotabili			
Name:						
Address:						
City:						
Phone: ()						
E-mail:						
BIDDER REPRESENTS THAT HE/SHE OPERATES AS (check which applies) See Page 21, Paragraph 13, Bid Executed on Behalf of Bidder for instructions:  An individual  A partnership consisting of  A limited liability partnership consisting of  A corporation, incorporated in the State of  A trustee, acting for  Other						
Registration Deposit (c	heck one):					
O By certified or cashier's TIN or SS#				Administration e provide to expedite refund)		
	- — — — — — —		Exp:/_ MasterCard American Express	CSC/CVC		
Certification and Author	rization					
The undersigned bidder hereby offers and agrees to purchase the Parcels as described in the accompanying Invitation for Bids (IFB) for the bid price or for increased bids placed online by the undersigned, if this bid is accepted by the Government within Ninety (90) calendar days after the auction close date. This Bid Form is made subject to the terms of IFB No. PEACH415010-015001 including the Property Description, General Terms of Sale, Instructions to Bidders, Notices and Covenants, Bidder Registration and Bid Form For Purchase of Government Real Property and any associated amendments to the IFB, all of which are incorporated herein and by reference made a part of this initial bid and subsequent bids placed online at RealEstateSales.gov. If a bidder is providing the Registration Deposit by credit card, the bidder must be the authorized cardholder and agrees that his or her credit card account will be debited the full amount of the Registration Deposit, as specified in the IFB. In the event that bidder becomes the Purchaser, the Registration Deposit will be applied towards the purchase price for the Properties. In the event the bidder is not the Purchaser, the Registration Deposit will be refunded to the bidder as specified in the IFB. Information collected herein is governed by the Privacy Act of 1974 (5 U.S.C. Section 552a) and is being collected only to register a bidder for the sale of Government Properties and to provide a proper refund of the Registration Deposit.						
Signature:			Date:			
Send Registration Form with Registration Deposit to:						
U.S. General Services Adr. Real Property Utilization an Attn: Joe Crenshaw 77 Forsyth Street, SW, Sui Atlanta, GA 30303	nd Disposal Division (4	4PZ)	FAX: (404) 33 TEL: (404) 33	1-2727 (if deposit by credit card) 1-0614		

# **CERTIFICATE OF CORPORATE/ORGANIZATION BIDDER**

(For use with Bidder Registration and Bid Form for Purchase of Government Real Properties See Page 21, Paragraph 13, Bid Executed On Behalf Of Bidder for instructions)

### U.S. Coast Guard Housing-Coronado Moors Ft. Myers, FL 33919

,, certify that I am					
(Secretary or Other Title)					
of the Corporation/Organization named as bidder herein; that					
(Name of Authorized Representative)					
who signed this Bid Form for Purchase of Government Properties on behalf of the bidder was then					
of said Corporation/Organization; that said bid was					
(Official Title)					
duly signed for and on behalf of said Corporation/Organization by authority of its governing body and is					
within the scope of its corporate/organization powers.					
<del></del>					
(Signature of Certifying Officer/Manager)					
(Corporate Seal Here, if applicable)					

# UNITED STATES OF AMERICA ("SELLER") DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

(To be completed by Successful Bidder (Awardee) after bid acceptance)

PURCHASER	<b>R</b>
Signature	Date
SELLER	
Signature	Date
Certification of Accuracy The following parties have reviewed the inform the information they have provided is true and	nation above and certify, to the best of their knowledge, that accurate.
Purchaser hereby acknowledges receipt of the and assessment, before occupancy: (initial/da	e above information, opportunity to perform a risk inspection te)
has read the pamphlet "Protect Your Family Fapropertydisposal.gsa.gov). In addition, Purcha	received copies of all information listed above. Purchaser from Lead In Your Home." (Pamphlet is available at user has received an opportunity (at least ten days) to be Property for the presence of lead-based paint and/or lead that right.
Seller has provided the Purchaser with access pertaining to lead-based paint and/or lead-based	ore: 1978.The Property may contain lead-based paint. s to all available records and reports (collectively "Records") sed paint hazards at the Property. The Records include: and Supplemental Due Diligence Activities Report" dated
to 1978 is notified that such property may pres young children at risk of developing lead poist permanent neurological damage, including lea problems, and impaired memory. Lead poison seller of any interest in residential real propert lead-based paint hazards from risk assessmel	real property on which a residential dwelling was built prior sent exposure to lead from lead-based paint that may place oning. Lead poisoning in young children may produce arning disabilities, reduced intelligence quotient, behavioral ning also poses a particular risk to pregnant women. The try is required to provide the buyer with any information on this or inspections in the seller's possession and notify the . A risk assessment or inspection for possible lead-based
being sold pursuant to the terms and condition PEACH415010-015001 to	ns set forth in GSA INVITATION FOR BIDS (IFB) No (the "Purchaser").
The real property is located at	(the "Property") is

#### **BROKER PARTICIPATION - REGISTRATION FORM**

### U.S. Coast Guard Housing-Coronado Moors Ft. Myers, FL 33919

PROPERTY ADDRESS: _			
BROKER/AGENT:			
COMPANY NAME:			
COMPANY ADDRESS:			
CITY:			
AGENT LICENSE #:	BROKI	ER NUMBER LIC. #:	
TAX IDENTIFICATION NUMBER:_			
OFFICE PHONE:			
MOBILE PHONE:		_	
	Client (Bidder) Ir	nformation	
CLIENT			
CLIENT'S RealEstateSales.gov Us	er ID:		
ADDRESS:			
CITY:			
HOME/OFFICE PH:			

#### **Broker Certification**

The Broker, by placing his/her signature below, certifies, agrees, and acknowledges that:

- 1. The Broker will not claim any exceptions to the procedures outlined in the Invitation for Bids.
- 2. Only written registration will qualify broker for commission.
- 3. Only the first registration of a prospective client will be accepted and honored.
- 4. The Broker will hold harmless and indemnify the Government from any and all claims with regard to such commission.
- The Broker will be paid a commission only as set forth under the terms and conditions of the IFB pertaining to the specific property being auctioned.
- 6. The Broker may not receive a commission without a "Buyer Representation Agreement" or other such agreement with the Bidder. The Government will require full payment of the bid amount if the signature of the buyer/bidder on the Buyer's Broker Participation Registration Form is missing.
- 7. The Broker cannot participate in the auction and receive any commission in conjunction with any other cobrokerage or referral agreement between the Government and Broker.
- 8. The Broker represents the buyer/bidder (client) listed in the Buyer's Broker Participation Registration Form as his or her agent.
- 9. The Broker is not a subagent of Government, has no agreement(s) with the Government, and represents his or her client (buyer/bidder) as an agent.